

Before the  
Federal Communications Commission  
Washington, D.C.

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20554 COMMUNICATIONS COMMISSION  
OFFICE OF SECRETARY

In the Matter of	)	
	)	
Amendment to the Bell Atlantic	)	Transmittal Nos. 741, 786
Telephone Companies	)	Amended
Tariff FCC No. 10	)	
	)	
Video Dialtone Service	)	CC Docket No. 95-145

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AMENDMENT TO INTRODUCTION AND SUMMARY OF BELL ATLANTIC DIRECT CASE

Bell Atlantic<sup>1</sup> hereby amends Exhibit C to the Introduction and Summary of its Direct Case, filed October 26, 1995.

In the October 26, 1995 submission, Exhibit C provided terms and conditions for a Nondisclosure Agreement under which interested parties could review proprietary and competitively sensitive data submitted under Transmittal Nos. 741 and 786, which established Bell Atlantic's commercial video dialtone service for Dover Township, New Jersey.

The attached amended Nondisclosure Agreement is revised to allow for review of redacted material by counsel, to include

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<sup>1</sup> The Bell Atlantic telephone companies ("Bell Atlantic") are Bell Atlantic-Delaware, Inc.; Bell Atlantic-Maryland, Inc.; Bell Atlantic-New Jersey, Inc.; Bell Atlantic-Pennsylvania, Inc.; Bell Atlantic-Virginia, Inc.; Bell Atlantic-Washington, D.C., Inc.; and Bell Atlantic-West Virginia, Inc.

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in-house counsel, and such counsel's regulatory analysts,  
paralegals and clerical staff.

Respectfully Submitted,

Edward D. Young III  
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February 6, 1996

Attorneys for Bell Atlantic

Nondisclosure Agreement

1. This nondisclosure and protective agreement (the "Agreement") is effective this \_\_\_\_ day of \_\_\_\_, 1996, by and between Bell Atlantic-New Jersey, Inc. and its counsel of record ("Bell Atlantic") and \_\_\_\_\_ (the party seeking access) and its counsel of record in all phases of the investigation of the competitively sensitive aspects of Bell Atlantic's tariff for commercial video dialtone service in Dover Township, New Jersey (Transmittal Nos. 741, 786), including administrative and judicial review. Materials subject to this Agreement may not be disclosed after conclusion of the tariff investigation and must be returned to Bell Atlantic.

2. Whereas, \_\_\_\_\_ (the party seeking access) has requested that Bell Atlantic provide certain vendor pricing information that was redacted in preparing the referenced transmittals, and Bell Atlantic has agreed to make such vendor pricing data available to parties to the investigation, subject to the protection of a nondisclosure agreement;

3. Whereas, the information requested by \_\_\_\_\_ (the party seeking access) constitutes competitively sensitive commercial and financial information of Bell Atlantic and its vendors;

4. Accordingly, the parties hereto and their counsel agree that the following terms and conditions shall govern the use of such information provided to \_\_\_\_\_ (the party) by Bell Atlantic in the context of this proceeding;

5. For purposes of this agreement, "competitively sensitive information" means commercial information or trade secrets, within the meaning of 5 U.S.C. § 552(b), which Bell Atlantic redacted in its May 5, 1995 filing in this proceeding;

6. Competitively sensitive information disclosed to \_\_\_\_\_ (the party) under the terms of this Agreement shall be segregated from material deemed non-competitively sensitive;

7. Competitively sensitive information may be disclosed to:

(a) counsel, including in-house counsel, actively engaged in representing \_\_\_\_\_ (the party) with regard to participation in this tariff investigation proceeding, and such counsel's regulatory analysts, paralegals and clerical staff, to the extent reasonably necessary to render

professional services in this proceeding; provided that such counsel, regulatory analysts, paralegals and clerical staff (i) are not representing, advising or otherwise assisting, directly or indirectly, providers of video delivery products or services in devising plans to compete against Bell Atlantic Corporation, its affiliates or subsidiaries, or against BroadBand Technologies, Inc., a vendor to Bell Atlantic for this service; and (ii) are not now engaged and do not contemplate being engaged in the purchase of similar or identical equipment or equipment substitutable in whole or in part for the equipment whose prices are contained in the cost support data covered by this Nondisclosure Agreement; and

(b) any non-employee of \_\_\_\_\_ (the party) requested by \_\_\_\_\_ (the party) to furnish technical or other expert services, or otherwise to prepare material, for the investigation of the tariff that is the subject of this proceeding; provided that such persons are not representing, advising or otherwise assisting, directly or indirectly, providers of video delivery products or services in devising plans to compete against Bell Atlantic Corporation, its affiliates or subsidiaries, or against BroadBand Technologies, Inc., a vendor to Bell Atlantic for this service.

8. Disclosure of confidential information shall be limited to persons ("authorized recipients") who sign the Access Agreement, annexed as Attachment A, stating that they have read this Agreement and consent to be bound by its terms. Authorized recipients may make arrangements to view the confidential information at Bell Atlantic's office at 1133 20th Street, N.W., Washington, D.C., by contacting Marie Breslin at (202) 392-6990.
9. The documents and computer disks containing material which is subject to this Agreement shall be marked: "Contains designated competitively sensitive material of Bell Atlantic." In the event any additional designated material is provided to signatories pursuant to this Agreement, it shall be similarly identified in supplemental attachments.
10. Any competitively sensitive information produced, revealed or disclosed to counsel or outside experts or consultants by Bell Atlantic in this proceeding shall be used exclusively for purposes of participating in this proceeding, including any appeals, and shall not otherwise be used or disclosed for any other purpose. The limitation on the use or disclosure of any competitively sensitive information disclosed during this proceeding shall be construed to prohibit disclosure of the competitively sensitive

information, and to prohibit making decisions, participating in any decision-making processes, or rendering advice, legal or otherwise, wherein any information or knowledge derived from such competitively sensitive information is utilized in any manner other than for purposes of this proceeding.

11. \_\_\_\_\_ (the party) may, in any pleading it files in this proceeding, reference the competitively sensitive information disclosed under this Agreement, but only if it observes the following procedures:

(a) Any portions of the pleading that contain competitively sensitive information are physically segregated from the remainder of the pleading;

(b) The portions containing competitively sensitive information are plainly marked as such and delivered in sealed envelopes to William F. Caton, Secretary, Federal Communications Commission, for filing under seal, and to other recipients authorized to have access under this Nondisclosure Agreement and the Commission's rules. Information so provided shall be maintained by the Commission and all recipients in sealed envelopes or containers and a statement in the following form placed on such envelope or container:

THIS ENVELOPE IS NOT TO BE OPENED NOR THE CONTENTS THEREOF TO BE DISPLAYED OR REVEALED EXCEPT PURSUANT TO THE NONDISCLOSURE AGREEMENT AUTHORIZED IN CONNECTION WITH BELL ATLANTIC'S TARIFF TRANSMITTAL NOS. 741 AND 786;

(c) Each page of the filing that contains competitively sensitive information subject to this Agreement is clearly marked: "Competitively sensitive pursuant to Nondisclosure Agreement entered into on \_\_\_\_\_, 1996;" and

(d) The competitively sensitive portion of the pleading shall be served only upon the Commission and Bell Atlantic, unless the Chief of the Common Carrier Bureau directs otherwise.

12. Disclosure of materials described herein shall not be deemed a waiver by Bell Atlantic or any vendor in any other proceeding, agency or court, of any privilege or entitlement to competitively sensitive information that could be raised. \_\_\_\_\_ (the party), as a condition to viewing the competitively sensitive information subject to this Agreement, agrees:

- (a) Not to assert any such waiver;
  - (b) Not to use information derived from review of any competitively sensitive materials to seek disclosure in any proceeding other than the Dover tariff investigation; and
  - (c) That accidental disclosure of competitively sensitive information shall not be deemed a waiver of the privilege.
13. In the event that any competitively sensitive information is released or otherwise becomes publicly available other than as a result of a violation of this Agreement or other unlawful means, the nondisclosure provisions of this Agreement shall cease with respect to such competitively sensitive information, but shall remain in full force and effect as to the competitively sensitive materials not so released or made publicly available.
14. Counsel may request Bell Atlantic to make one copy of competitively sensitive information (of which counsel must acknowledge receipt pursuant to this Agreement), and counsel may thereafter make additional copies but only to the extent required and solely for preparation and use in the Dover tariff investigation, and provided further that all such copies shall remain in the possession and custody of counsel at all times. Competitively sensitive information may not be provided or disclosed in any manner by the Commission or any authorized recipient hereunder to any individual with operational responsibilities at any party or intervenor or to anyone else whatsoever except those designated as permissible recipients hereunder. Counsel shall make no further copies of any competitively sensitive information or portions thereof but shall return to Bell Atlantic immediately after the final decision in the Dover tariff investigation (including any administrative or judicial review thereof) all competitively sensitive information originally provided by Bell Atlantic as well as copies made, and shall certify that no quotes or excerpts from such competitively sensitive information have been retained by any person having access.
15. Upon conclusion of the Dover tariff investigation, including any appeals that may be taken, the competitively sensitive information, other than the competitively sensitive information that has been made part of the formal record in this proceeding in accordance with paragraph 11 hereof, shall be returned to Bell Atlantic, or shall be destroyed pursuant to written permission from Bell Atlantic. Upon conclusion of this proceeding, notes, memoranda or other

written material of any kind containing competitively sensitive information or summaries or compilations of the whole or any part thereof (other than those which constitute attorney work products) shall be tendered to Bell Atlantic or shall be destroyed pursuant to written permission from Bell Atlantic.

16. This Agreement shall continue in full force and effect until the Dover tariff investigation, including all administrative and judicial appeals, has ended and \_\_\_\_\_ (the party) has complied fully with the terms of this Agreement.
17. Notwithstanding the expiration of this Agreement at the end of the proceedings, the terms and conditions of this Agreement shall continue to apply to any competitively sensitive information provided by Bell Atlantic to \_\_\_\_\_ (the party) hereunder.
18. This Agreement shall benefit and be binding upon the parties hereto, their counsel, and each of their respective heirs, successors, assigns, affiliates, subsidiaries, and agents.
19. Any failure to abide by the terms of this Nondisclosure Agreement may result in the imposition of sanctions, including dismissal of a party's petitions or comments, or censure, suspension or disbarment of the attorneys involved. See 47 C.F.R. § 1.24.
20. This agreement shall be governed in accordance with the laws of the Commonwealth of Virginia.

[PARTY]

_____	Signature
_____	(Print name)
_____	Business address
_____	
_____	Business telephone
_____	Date signed

BELL ATLANTIC

_____	Signature
-------	-----------

_____	(Print name)
_____	Business address
_____	
_____	Business telephone
_____	
_____	Date signed
	Attachment A

Access Agreement

I, \_\_\_\_\_ (print name), \_\_\_\_\_  
 (print title), an employee, office, director, shareholder, agent,  
 consultant, expert witness (circle appropriate response) of  
 \_\_\_\_\_ (name of firm), located at  
 \_\_\_\_\_ (address), hereby acknowledge  
 that I have received and read a copy of the Nondisclosure  
 Agreement effective \_\_\_\_\_, 1996 between Bell Atlantic and  
 \_\_\_\_\_ (name of party) in connection with the  
 investigation of Bell Atlantic tariff Transmittal Nos. 741 and  
 786.

I understand and agree to be bound by all of the terms  
 and provisions of the Nondisclosure Agreement. I further state  
 that neither I nor any firm with which I am affiliated will use  
 any competitively sensitive information (as defined in the  
 Nondisclosure Agreement) to which I obtain access pursuant to  
 that Agreement in connection with the development of any  
 strategies or plans of any firm, person or entity to compete with  
 Bell Atlantic, and that I will use said competitively sensitive  
 information exclusively for the purpose of participating in the  
 Dover tariff investigation, including any administrative and  
 judicial appeals.

Dated: _____, 1996	_____	Signature
	_____	Name
	_____	Address
	_____	
	_____	Telephone



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(2 copies)

\* BY HAND